

Exhibit 6

1 Evan J. Smith (SBN 242352)
2 BRODSKY & SMITH, LLC
3 9595 Wilshire Blvd., Ste. 900
4 Beverly Hills, CA 90212
5 Telephone: (877) 534-2590
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7 *Attorneys for Plaintiff*

ORIGINAL FILED

SEP 15 2011

LOS ANGELES
SUPERIOR COURT

8 SUPERIOR COURT OF CALIFORNIA

9 LOS ANGELES COUNTY

10
11 KIRBY VELASCO on behalf of herself
12 and all others similarly situated,

13 Plaintiff,

14 v.

15 MRS. GOOCH'S NATURAL FOOD
MARKETS, INC.,

16 Defendants.

CASE NO.: BC428347

~~PROPOSED~~ PRELIMINARY
APPROVAL ORDER OF CLASS ACTION
SETTLEMENT

JUDGE: Elihu Berle

DEPT.: 323

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19 The Court has received the Stipulation of Class Action Settlement (the "Settlement
20 Agreement" or "Stipulation") by and between (1) Plaintiff Kirby Velasco, on behalf of herself,
21 and on behalf of the Plaintiff Class hereinafter defined; and (2) Defendant Mrs. Gooch's Natural
22 Foods Market, Inc., and Whole Foods Market California, Inc. (collectively referred to as "Whole
23 Foods" or "Defendants"). The Court having reviewed the Settlement Agreement and the exhibits
24 attached thereto, and good cause appearing,

25 IT IS HEREBY ORDERED as follows:

26 1. The terms set out in the Stipulation are incorporated herein. Pursuant to Section
27 382 of the California Code of Civil Procedure and for purposes of the Settlement Agreement
28 only, the Court preliminary certifies this action as a class action for purposes of Settlement

2MB
 1 Agreement only, on behalf of a class consisting of all persons who at any time from
 2 December 21, 200⁶~~7~~, through the Term of this Agreement, were mobility impaired, used, use or
 3 will use wheelchairs for mobility, and who patronized any Whole Foods Store in California or
 4 who allege they would or would have patronized at one or more Whole Foods Store in California
 5 but for allegedly being denied on the basis of disability the full and equal enjoyment of the
 6 goods, services, facilities, privileges, advantages, or accommodations of such Whole Foods
 7 Store(s) (the "Settlement Class"). For the purposes of settlement only, Plaintiff Kirby Velasco is
 8 certified as representative of the Settlement Class and Plaintiff's Counsel Brodsky & Smith, LLC
 9 is designated counsel for the Settlement Class.

10 2. The Court preliminarily finds and concludes, for purposes of settlement only, that
 11 the requirements of Section 382 of the California Code of Civil Procedure have been met and the
 12 requirements of the California Code of Civil Procedure and due process have been satisfied in
 13 connection with the Notice (as defined below).

14 3. The Court preliminarily finds and concludes that the Court's preliminary
 15 evaluation of the Settlement does not disclose grounds to doubt its fairness or other obvious
 16 deficiencies, the Settlement is within the "range of reasonableness," and the scheduling of a
 17 formal fairness hearing is warranted; accordingly, Plaintiffs' Motion for Preliminary Approval of
 18 Class Action Settlement is granted.

19 4. A hearing (the "Settlement Hearing") shall be held before the Court on January
 20 18, 2012, at 9:00 AM in Department 323 at the Superior Court of California, Los Angeles
 21 County, 600 S. Commonwealth Ave, Los Angeles, CA, to:

- 22 a. Determine whether the Settlement Agreement should be approved by the
- 23 Court as fair, reasonable, adequate and in the best interests of the
- 24 Settlement Class;
- 25 b. Determine whether Final Judgment should be entered pursuant to the
- 26 Stipulation Agreement dismissing the action with prejudice and
- 27 extinguishing and releasing all released claims;
- 28

1 c. Determine whether the Settlement Class should be finally certified and
2 whether Plaintiff and Plaintiff's Counsel have adequately represented the
3 Settlement Class;

4 d. Rule on an application of Plaintiff's Counsel for an award of attorneys'
5 fees and reimbursement of expenses, as well as an application for an
6 incentive award for the Plaintiff, in accordance with the Stipulation; and

7 e. Rule on such matters as the Court may deem appropriate.

8 5. The Court may adjourn the Settlement Hearing or any part thereof, including the
9 consideration of the application for attorneys' fees and reimbursement of expenses, without
10 further notice of any kind other than oral announcement at the Settlement Hearing or any
11 adjournment thereof.

12 6. The Court may approve the Settlement Agreement at or after the Settlement
13 Hearing with such modification as may be consented by the parties to the Stipulation and without
14 further notice to the Settlement Class.

15 7. The Claims Administrator shall, at least 60 days prior to the Final Approval
16 Hearing, give notice of the Settlement Hearing pursuant to the Notice Plan attached to the
17 Stipulation.

18 8. The Court approves, in form and content, the Notice Plan and finds that the giving
19 of notice as specified therein meets the requirements of the California Code of Civil Procedure
20 and due process, is the best notice practicable under the circumstances and shall constitute due
21 and sufficient notice to all persons and entities entitled to receive notice. The Settlement
22 Administrator shall, not later than ten (10) business days prior to the Settlement Hearing, file a
23 declaration showing compliance with the Notice provisions of this Order. Plaintiff shall, not
24 later than seven days prior to the Final Approval Hearing file papers in support of the Settlement
25 Agreement.

26 9. Any member of the Settlement Class may object to the Settlement Agreement, the
27 class action determination, the judgment to be entered in the action, and/or Plaintiff's application
28 for incentive award, attorneys' fees and expenses, or otherwise request to be heard, in person or

1 by counsel, concerning any matter properly before the Court at the Settlement Hearing; provided,
 2 however, that no objection shall be considered by the Court unless filed with the Court and
 3 served upon counsel listed below in written form including: (i) the person's or entity's name,
 4 address and telephone number; (ii) the reasons for the objection; and (iii) a statement that the
 5 objector is a member of the class and the type of disability; by no later than December 15, 2011.

6 Any person or entity that wishes to appear must file such papers and serve by hand, mail or
 7 overnight mail upon the following counsel on or before the date of filing with the Court:

8 Evan J. Smith
 esmith@brodsky-smith.com
 9 BRODSKY & SMITH, LLC
 Two Bala Plaza, Suite 602
 10 Bala Cynwyd, PA 19004

11 Derek Havel
 dhavel@sheppardmullin.com
 12 SHEPPARD MULLIN
 333 South Hope Street, 43rd Floor
 13 Los Angeles, California 90071-1422

14 10. Unless the Court otherwise directs, no person or entity shall be entitled to object
 15 to the approval of the Settlement Agreement, any judgment entered thereon, the adequacy of the
 16 representation of the Settlement Class, any award of attorneys' fees or reimbursement of
 17 expenses, except by serving and filing a written objection as prescribed in Paragraph 9 above.
 18 Any person or entity who fails to object in the manner described above shall be deemed to have
 19 waived the right to object (including any right of appeal) and shall be forever barred from raising
 20 such objection in this or any other action or proceeding.

21 11. All proceedings in this action are stayed until further order of the Court, except as
 22 may be necessary to implement the Settlement Agreement or comply with the terms of the
 23 Settlement Agreement or this Order.

24 12. The Court hereby preliminarily enjoins any class member from commencing or
 25 prosecuting any class injunctive claims, pending the final determination as to whether the
 26 Settlement Agreement should be approved.

27 13. If the Settlement Agreement, including any amendment made in accordance with
 28 the Stipulation, is not approved by the Court or shall not become effective for any reason

1 whatsoever, the Settlement Agreement (including any modification thereof), any class
 2 certification herein and any action taken or to be taken in connection therewith (including this
 3 Order and any judgment entered herein) shall be terminated and shall become null and void and
 4 of no further force and effect except for Defendant's obligation to pay for expenses incurred in
 5 connection with the Notice provided for by this Order, and neither the Stipulation, nor any
 6 provision contained in the Stipulation, nor any action undertaken pursuant thereto, nor the
 7 negotiation thereof by any party, shall be deemed an admission or offered or received as
 8 evidence at any proceeding in this or any other action or proceeding.

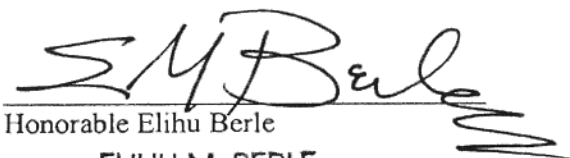
9 14. In any event, neither the Stipulation nor any provisions contained in the
 10 Stipulation, nor any negotiations, statements or proceedings in connection therewith, shall be
 11 construed, or deemed to be evidence of, an admission or concession on the part of Plaintiff,
 12 Defendant, any Settlement Class member, or any other person or entity of any liability or
 13 wrongdoing by them, or any of them as to any claim alleged or asserted in the action or
 14 otherwise, and shall not be offered or received in evidence in any action or proceeding (except in
 15 an action or proceeding to enforce the terms and conditions of the Stipulation), or be used in any
 16 way as an admission, concession or evidence of any liability or wrongdoing of any nature, and
 17 shall not be construed as, or deemed to be evidence of, an admission or concession that Plaintiff,
 18 his counsel, and the members of the Settlement Class, or any other person or entity, has or has
 19 not suffered any damage.

20 15. Counsel for the Parties shall file any supporting papers for the Final Approval of
 21 the Settlement no later than January 3, 2012.

22 16. If the Settlement Agreement shall be approved by the Court following the
 23 Settlement Hearing, an Order and Final Judgment shall be entered as described in the Stipulation.

24 17. The Court may, for good cause, extend any of the deadlines set forth in this Order
 25 without further notice to class members.

26
 27 Dated:

Sept. 15, 2011 

Honorable Elihu Berle

ELIHU M. BERLE

Judge of the Superior Court

Exhibit 7

1 Evan J. Smith (SBN 242352)
2 BRODSKY & SMITH, LLC
3 9595 Wilshire Blvd., Ste. 900
4 Beverly Hills, CA 90212
5 Telephone: (877) 534-2590
6 Facsimile: (310) 247-0160

7 *Attorneys for Plaintiff*

ORIGINAL FILED

FEB 14 2012

LOS ANGELES
SUPERIOR COURT

8 SUPERIOR COURT OF CALIFORNIA

9 LOS ANGELES COUNTY

10
11 KIRBY VELASCO on behalf of herself
12 and all others similarly situated,

13 Plaintiff,

14 v.

15 MRS. GOOCH'S NATURAL FOOD
MARKETS, INC.,

16 Defendants.

CASE NO.: BC428347

~~PROPOSED~~ FINAL APPROVAL ORDER
AND JUDGMENT

JUDGE: Elihu Berle

DEPT.: 323

Date: January 18, 2012

Time: 9:00 AM

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19 The Stipulation of Settlement, dated March 21, 2011 (the "Stipulation" or "Agreement"),
20 of the above-captioned action (the "Litigation"), having been presented at the Settlement
21 Hearings on January 18, 2012, January 30, 2012, and February 14, 2012, pursuant to the
22 Scheduling Order for Approval of Settlement of Class Action entered herein on September 15,
23 2011 (the "Scheduling Order"), which Stipulation was joined in and consented to by all parties to
24 the Litigation and that (along with the terms therein) is incorporated herein by reference; and the
25 Court having found and concluded that notice of said hearing was given in accordance with the
26 Scheduling Order to members of the Settlement Class as certified by the Court in the Scheduling
27 Order and that said notice was adequate and sufficient; and the parties having appeared by their
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1 attorneys of record; and the attorneys for the respective parties having been heard in support of
2 the settlement of the Litigation, and an opportunity to be heard having been given to all other
3 persons, including all members of the Settlement Class, desiring to be heard as provided in the
4 Notice of Pendency of Class Action, Preliminary Class Action Determination, Proposed
5 Settlement of Class Action, Settlement Hearing and Right to Appear (the "Notice"); and the
6 entire matter of the Settlement having been considered by the Court;

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED this 14th day of February,
8 2012 as follows:

9 1. Pursuant to § 382 of the California Code of Civil Procedure, the Court certifies
10 the Litigation as a class action for purposes of settlement only, on behalf of a class consisting of
11 all persons who at any time from December 21, 2006 through the Term of the Settlement
12 Agreement, were mobility impaired, used, use or will use wheelchairs for mobility, and who
13 patronized any Whole Foods Store in California or who allege they would or would have
14 patronized at one or more Whole Foods Stores in California but for allegedly being denied on the
15 basis of disability the full and equal enjoyment of the goods, services, facilities, privileges,
16 advantages, or accommodations at any of the "Whole Foods" stores owned or operated by
17 Mrs. Gooch's Natural Foods Market, Inc. and/or Whole Foods Market California, Inc. in
18 California. For the purposes of settlement only, Plaintiff Velasco is certified as representative of
19 the Settlement Class and Plaintiff's Counsel Brodsky & Smith, LLC is designated counsel for the
20 Settlement Class.

21 2. The Court finds and concludes, for purposes of settlement only, that the
22 requirements of § 382 of the California Code of Civil Procedure have been met.

23 3. The Court finds and concludes, for purposes of settlement only, that the
24 requirements of the California Code of Civil Procedure and due process have been satisfied in
25 connection with the Notice (as defined in the Stipulation).

26 4. The Notice has been given to the Settlement Class pursuant to and in the manner
27 directed by the Scheduling Order, proof of the mailing of the Notice to the Settlement Class has
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1 been filed with the Court and full opportunity to be heard has been offered to all parties, the
2 Settlement Class and all other persons in interest.

3 5. The Court finds and concludes that the form and manner of the Notice is the best
4 notice practicable under the circumstances and fully complies with each of the requirements of
5 the California Code of Civil Procedure and the Constitution of the United States and any other
6 applicable law and constitutes due and sufficient notice to all persons entitled thereto and the
7 Court further finds and concludes that all members of the Settlement Class are bound by the
8 Order and Final Judgment herein.

9 6. The Court finds and concludes that the Settlement and all transactions preparatory
10 or incident thereto are fair, reasonable and adequate and in the best interests of the Settlement
11 Class and approves the Settlement and all transactions preparatory or incident thereto pursuant to
12 § 382 of the California Code of Civil Procedure. The parties to the Stipulation are hereby
13 authorized and directed to comply with and to consummate the Settlement in accordance with its
14 terms and provisions, and the Clerk of the Court is directed to enter and docket this Order and
15 Final Judgment in the Litigation.

16 7. This Final Judgment and Order shall not constitute any evidence or admission by
17 any party herein that any acts of wrongdoing have been committed by any of the parties to the
18 Litigation and should not be deemed to create any inference that there is any liability therefore.

19 8. The Litigation is hereby dismissed with prejudice as to defendants Mrs. Gooch's
20 Natural Foods Market, Inc., and Whole Foods Market California, Inc., without costs, except as
21 provided in the Stipulation.

22 9. All claims for injunctive relief and all claims for damages other than personal
23 injury claims as a result of physical injury, alleged in the Action or which could have been made
24 in the Action based on allegations that Mrs. Gooch's Natural Foods Market, Inc., and Whole
25 Foods Market California, Inc. violated any state or federal laws, rules or regulations relating to
26 discrimination on the basis of mobility disability or accessibility of any and all of its stores or of
27 any and all of its goods, services, facilities, privileges, advantages, or accommodations therein
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1 are released and discharged against Mrs. Gooch's Natural Foods Market, Inc. and Whole Foods
 2 Market California, Inc. , their predecessors, successors and present and former parents, partners,
 3 subsidiaries and affiliates, employees, agents, assigns, representatives, and administrators, by
 4 members of the Class.

5 10. Dismissal of the released and discharged claims with prejudice and on the merits
 6 shall become effective immediately upon the entry of this Order and Final Judgment and without
 7 any further action by the Court.

8 11. The Court permanently enjoins Plaintiff and all the members of the Settlement
 9 Class from commencing or prosecuting, either directly or indirectly, any action or proceeding
 10 asserting any of the released or discharged claims in this or any other forum.

11 12. Plaintiff Kirby Velasco is hereby awarded \$5,000.00 as an incentive award for her
 12 participation as a class representative.

13 13. Plaintiff's Counsel are hereby awarded fees and expenses in the aggregate amount
 14 of \$250,000.00 for their services in the Litigation, which award the Court finds to be fair and
 15 reasonable and which Defendants shall cause to be paid to Plaintiff's Counsel in accordance with
 16 the terms of the Stipulation.

17 14. Without affecting the finality of this Order and Final Judgment, the Court reserves
 18 jurisdiction to enforce the Settlement in accordance with the Stipulation.

19 15. The effectiveness of the provisions of this Order and Final Judgment and the
 20 obligations of the Plaintiff and Defendants under the Settlement shall not be conditioned upon or
 21 subject to the resolution of any appeal from this Order and Final Judgment that relates solely to
 22 the issue of Plaintiff's Counsel's application for an award of attorneys' fees and expenses.

23 **IT IS SO ORDERED.**

24
 25 Dated: FEB 14 2012

ELIHU M. BERLE

Honorable Elihu Berle

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I am employed in the County of San Diego; I am over the age of eighteen years and not a party to the within entitled action; my business address is 501 West Broadway, 19th Floor, San Diego, California 92101.

On February 1, 2012, I served the following document(s) described as **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes and/or packages addressed as follows:

Evan J. Smith, Esq.
 BRODSKY & SMITH LLC
 9595 Wilshire Boulevard, Suite 900
 Beverly Hills, CA 90212
 Telephone: (310) 300-8425
 Facsimile: (310) 247-0160
Attorneys for Plaintiff

☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at San Diego, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY OVERNIGHT DELIVERY:** I served such envelope or package to be delivered on the same day to an authorized courier or driver authorized by the overnight service carrier to receive documents, in an envelope or package designated by the overnight service carrier.

☐ **BY FACSIMILE:** I served said document(s) to be transmitted by facsimile pursuant to Rule 2.306 of the California Rules of Court. The telephone number of the sending facsimile machine was 619-234-3815. The name(s) and facsimile machine telephone number(s) of the person(s) served are set forth in the service list. The sending facsimile machine (or the machine used to forward the facsimile) issued a transmission report confirming that the transmission was complete and without error. Pursuant to Rule 2.306(h)(4), a copy of that report is attached to this declaration.

☐ **BY HAND DELIVERY:** I caused such envelope to be delivered by hand to the office of the addressee.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 1, 2012, at San Diego, California.


 ROMONA BEAUDRY